

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

IN RE: SUBWAY FOOTLONG SANDWICH
MARKETING AND SALES PRACTICES LITIGATION

No. 2:13-md-2439

FINAL JUDGMENT

Plaintiffs Nguyen Buren, John Farley, Vincent Gotter, Barry Gross, Jason Leslie, Charles Noah Pendrak, Andrew Roseman, Richard Springer, and Zana Zeqiri (“Plaintiffs” or “Class Representatives”) and Defendant Doctor’s Associates Inc. (“DAI”) entered into a Settlement Agreement to fully and finally resolve the class claims against DAI. On October 2, 2015, the Court granted preliminary approval of the proposed settlement between the Plaintiffs and DAI, which authorized the dissemination of the notice of settlement and the fairness hearing to the settlement Class. Doc. No. 47. Notice was disseminated to the settlement Class in accordance with the Preliminary Approval Order, and a fairness hearing was held on January 15, 2016.

Having now considered the Parties’ written submissions, oral argument at the fairness hearing, and all evidence and records filed in this matter, and for the reasons stated in the accompanying opinion granting the motion for final approval,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over this Action.
2. The terms capitalized in this Final Judgment have the same meanings as those used in the Settlement Agreement.
3. The Court certifies the following Class pursuant to Fed. R. Civ. P. 23:

all persons in the United States who purchased a Six inch or Footlong sandwich at a Subway® restaurant any time between January 1, 2003 and October 2, 2015. Excluded from this class are Defendant, the Related Parties, governmental entities, and all judges assigned to hear any aspect of this case, as well as their immediate families.

The Court further finds that this Class satisfies the requirements of Fed. R. Civ. P. 23(a)-(b).

4. The notice provided to the Class was in accord with the Preliminary Approval Order and satisfies the requirements of Fed. R. Civ. P. 23(e)(1), and the due process requirements of the United States Constitution.

5. The Settlement is fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e)(2) and is approved in its entirety.

6. Within 10 business days of the Effective Date, DAI will pay Class Counsel \$520,000 for their reasonable attorney's fees and expenses and will pay \$5,000 to Lead Class Counsel for the Class Representative Service Awards. Lead Class Counsel will be responsible for distributing the \$500 service awards to each Plaintiff and for distributing the attorney's fees and expenses award among the various Class Counsel in the amounts specified in the order finally approving the Settlement.

7. To the extent not already done, DAI will implement all of the practices changes included in Paragraphs 22-24 of the Settlement Agreement in the manner and within the time periods described in the Settlement Agreement.

8. All Released Claims, as described in Paragraph 47 of the Settlement Agreement, are hereby dismissed with prejudice and without costs. Each member of the Class is barred from instituting, prosecuting, maintaining, or continuing with, in any capacity, any action or proceeding that asserts a Released Claim against any of the Released Parties. This Final

Judgment has no effect on the rights of any person, party, or entity to bring any claim other than the claims released by the Settlement Agreement.

9. Neither the Settlement Agreement, nor any act performed or document executed pursuant to the Settlement Agreement, may be deemed or used as an admission of wrongdoing in any criminal, civil, or administrative proceeding.

10. Without affecting the finality of this Final Judgment, the Court retains jurisdiction over (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

Dated: February 25, 2016

s/ Lynn Adelman

Honorable Lynn Adelman
United States District Judge
Eastern District of Wisconsin